

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ONEBEACON INSURANCE COMPANY,

§

Plaintiff,

§

v.

CIVIL ACTION H-11-3061

T. WADE WELCH & ASSOCIATES,
ROSS W. WOOTEN, T. WADE WELCH,
AND JOSEPH H. BOYLE,

§

Defendants.

ORDER

Pending before the court is a motion for partial summary judgment filed by counter-plaintiffs T. Wade Welch and T. Wade Welch & Associates (collectively, the “Welch Litigants”). Dkt. 160. After considering the motion, response, reply, and applicable law, the court is of the opinion that the Welch Litigants’ motion for partial summary judgment should be DENIED AS PREMATURE.

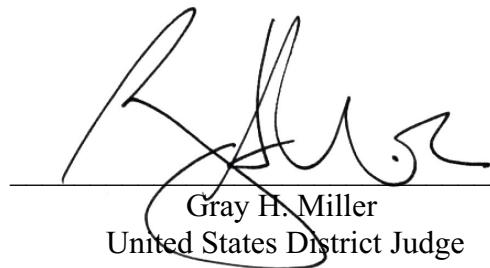
The Welch Litigants move for partial summary judgment in an attempt to secure payment with interest for two invoices (6836 and 6945) submitted to counter-defendant OneBeacon Insurance Company (“OneBeacon”) for attorneys’ fees and costs after the court ruled that OneBeacon had a duty to defend the Welch Litigants in an arbitration initiated by intervenor DISH Network Corporation. Dkt. 160. The Welch Litigants seek payment of these invoices with interest as well as various findings relating to OneBeacon’s alleged violations of the Texas Insurance Code and the Texas Deceptive Trade Practices Act in connection with the alleged failure to timely pay the invoices. *Id.* OneBeacon argues that the Welch Litigants are attempting to litigate this case in a piecemeal fashion by moving for partial summary judgment with regard to these two invoices, and it urges the court to disallow this improper and inefficient use of judicial resources. Dkt. 169.

OneBeacon then notes that, as of the date of its response, it had not yet paid invoice 6836 because it did not believe that it was required to pay all of the fees and costs in that invoice and that it was still in the process of reviewing invoice 6945. *Id.* The Welch Litigants noted in their reply that OneBeacon had paid invoice 6945 in full after filing its response brief. Dkt. 179.

The court agrees with OneBeacon that ruling on this motion at this time would be an inefficient use of judicial resources. There may be other invoices that OneBeacon disputes between now and the completion of this litigation, and the court prefers to deal with all of the issues together rather than ruling on these individual invoices now and making what would amount to an advisory ruling with regard to future invoices that may be at issue. The court therefore **DENIES** the Welch Litigants' motion for partial summary judgment (Dkt. 160) **WITHOUT PREJUDICE**. The Welch Litigants are free to reassert their arguments at the conclusion of this case if the parties are unable to reach an amicable resolution to these issues at that time.

It is so ORDERED.

Signed at Houston, Texas on September 9, 2013.



Gray H. Miller
United States District Judge